

#### PATENT APPLICATION

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Docket No: Q61128

Hisashi YAMAGISHI, et al.

Appln. No. 09/764,307

Group Art Unit: 3711

Confirmation No.: 9363

Examiner: Alvin A. HUNTER

\*\*CLAIMER

\*\*CLAIMER

\*\*CHAIMER

Filed: January 19, 2001

For:

MULTI-PIECE SOLID GOLF BALL

## SUBMISSION OF TERMINAL DISCLAIMER

Commissioner for Patents Washington, D.C. 20231

Sir:

Submitted herewith is a Terminal Disclaimer in the above-identified application. A check in the amount of \$110.00 is attached. The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account. A duplicate copy of this Submission is attached.

Respectfully submitted,

SUGHRUE MION, PLLC 2100 Pennsylvania Avenue, N.W.

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Date: July 26, 2002

Michael J. Whitehead

Registration No. 48,071



PATENT APPLICATION

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Examiner: Alvin A. HUNTER

Filed: January 19, 2001

For: MULTI-PIECE SOLID GOLF BALL

TERMINAL DISCLAIMER

Commissioner for Patents Washington, D.C. 20231

Sir:

## I. 09/511,898

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/511,898 (our ref.: Q58044), filed on February 23, 2000 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on February 7, 2000, recorded on February 23, 2000 at Reel 010635, Frame 0112, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,307 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/511,898, and hereby agrees that any patent so granted on the above-

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captioned U.S. Application No. 09/764,307 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/511,898 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,307, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,307 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/511,898 in the event that any patent issuing from U.S. Application No. 09/511,898 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

#### II. 09/764,139

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/764,139 (our ref.: Q61127), filed on January 19, 2001 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998 at Reel 9540, Frame 0633, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,307 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the abovecaptioned U.S. Application No. 09/764,307 which would extend beyond the expiration of the full



statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764,139, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/764,307 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/764,139 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,307, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,307 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764,139 in the event that any patent issuing from U.S. Application No. 09/764,139 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

## III. 09/764,316

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/764,316 (our ref.: Q61126), filed on January 19, 2001 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998 at Reel 9540, Frame 0633, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,307 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.



Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764,316, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/764,307 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/764,316 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,307, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,307 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/764,316 in the event that any patent issuing from U.S. Application No. 09/764,316 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

#### IV. 09/129,883

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of the entire right, title and interest of U.S. Application No. 09/129,883 (our ref.: Q46699), filed on August 6, 1998 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998 at Reel 9540, Frame 0633, as well as the entire right, title and interest in the above-captioned U.S. Application No. 09/764,307 by virtue of an Assignment from all of the inventors thereof executed on August 30, 1998, recorded on October 21, 1998, at Reel 9540, Frame 0633.



Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/129,883, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/764,307 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/129,883 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/764,307, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/764,307 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/764,307 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/129,883 in the event that any patent issuing from U.S. Application No. 09/129,883 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned whose signature and title appear below is empowered to act on behalf of petitioner.

Respectfully submitted,

Registration No. 48,071

SUGHRUE MION, PLLC 2100 Pennsylvania Avenue, N.W.

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Telephone: (202) 293-7060 Facsimile: (202) 293-7860

Date: July 26, 2002

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